Supreme Court, U.S.
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In the
Supreme Court of the United States

TODD S. GLASSEY,
Pro se Petitioner

v.

AMANO GROUP and CORP, CERTIFIEDTIME INC (DEBTOR) and MARK WILLIAMS, HUDSON VENTURE PARTNERS and its Partner JAY GOLDBERG, US GOVERNMENT NIST LABORATORIES, BLUESLATE SOLUTIONS LLP and its officers RICHARD BARNETT,JOE RIATI, & DAVID B WOOD III, AND DOES 1..10,
Respondents

PETITION FOR WRIT OF CERTIORARI TO THE US DISTRICT COURT

SUPPLEMENTARY BRIEF FOR PETITION FOR A WRIT OF CERTIORARI

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Amended and Additional Questions

Arbitration Questions

Can the decision of a state court relating to the review of an Arbitration's Attorney's Fees Award prevent bringing an action in US District Court for review of failings of law or the exceeding of authority in the Arbitration Proceeding's?

Can an Arbitrator artificially limit the arbitration's discovery to "English Language" Materials only when the requested discovery is in Japanese?

Can an Arbitrator be disqualified and their rulings examined by a Court for their refusing to disclose their Arbitration history or Conflicts of Interest prior to their Selection as an Arbitrator?

Do property duress rescission standards apply to Arbitration's which are improperly constrained by the Arbitrator under the California §1689 Standards, since those standards would constrain any matters which would be litigated in a Court?

Can a party to a civil arbitration stay or terminate a binding arbitration's proceedings wherein on-going criminal frauds are discovered in those Arbitration proceedings?

Bankruptcy Questions

Since Chapter-7 Liquidation's are now selling unrecovered assets in "where-is as-is" manner and assigning A pseudo-bounty-hunter status to the recovery staff, doesn't this create a requirement that the US District Courts will allow hearings into those matters to properly define and document the property withholdings and to allow the recovery of that property?

Does the sale of property from a US Bankruptcy Estate for a Chapter-7 Liquidation which was withheld in violation of 18 U.S.C. §152 make the withholding of that property from the Estate no longer a criminal matter or is the continued withholding of the property after the sale an ongoing crime against the Bankruptcy Court and its authority?

In contracts codified under California Law which are sold by the US Bankruptcy Program's Chapter 7 Operations, are the purchasers of those contracts required to arbitrate claims therein under the Federal Arbitration Act or the contract's "native arbitration clause"?

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This Supplemental Filing

This supplemental filing is intended to better explain the original filing which is a prime example of the petitioner's dyslexia.

It also documents the dismissal of the Economic Espionage Act and Computer Fraud and Abuse Act complaints against respondent's Amano (amended claim #2 and #3) , Williams and Hudson/Goldberg and Blue Slate Solutions in their 'hiding' of the equipment from the Debtor's Weehawken New Jersey Data Center.

Case Importance

The review of this case will also allow the Court to set standards in what happens in Binding Arbitrations when an ongoing criminal endeavor or other frauds are discovered as part of Arbitration's proceedings when they compromise any civil justice which could be had by that litigation prior to resolving that impinging criminal or ongoing fraud.

Bankruptcy Court and Process Failings

The Petitioner sought relief from the Bankruptcy Fraud he was still being subjected to after an Arbitration failed to enforce the sale order of the Bankruptcy Court and as such forced Court review of the Bankruptcy Court's sale order and settlement with the Petitioner.

Debtor and its Properties

The Debtor's name was CertifiedTime and its intellectual properties and contracts were specific to the development of "evidentiary processes for deploying computer-based time data in accordance with the requirements of US and Foreign Metrological Agreements and Court ESI Standards."

This technology is a process the Debtor contracted NIST to develop under Cooperative Research and Development Agreement # CN1681 which was later sold to the Petitioner.

This property includes the practice and operations models and all software necessary to implement both the Client and Server sides of this service technology.

In addition to the client-server software-based Intellectual Properties, the physical property the Respondent's allegedly withheld from the Estate was also a set of "reference clock systems" which Amano used to have NIST calibrate through that CRADA #CN1681. All of this was sold to the Petitioner by the US Bankruptcy Court in the Sale Order in the main brief Appendices.

The petitioner had requested review of his rights under the sale order from the Bankruptcy Court regarding CRADA 1681 and its commercial rights which was also stayed and later dismissed without hearing into what the Estate's property contained making the enforcement of the sale nearly impossible.

Bankruptcy Court's refusal to hear corruption or fraud complaints

The petitioner sought review of the Bankruptcy Trustee regarding the petitioner's "fraudulent filing claim against Williams & Hudson/Goldberg.

In the Debtor's bankruptcy, although numerous criminal frauds under 18 U.S.C. §152 and §157 were documented, Trustee's Counsel, the US Trustee, & the US Bankruptcy Court refused to recover the properties or enforce the property turn-over requirements to recover the Entity's property from the Japanese Government who Amano allegedly turned it over to.

The Court also refused to review evidence of the Bankruptcy Filing frauds by Williams. This when compounded by the refusal to recover the Estate's property ultimately forced the Petitioner to execute a release with Williams & Hudson/Goldberg in order to recover those properties, an action which constituted a clear property duress considering Amano nor the Debtor owned those properties in the first place, the Petitioner did and under the 5th Amendment the Bankruptcy Court converted and then forced the Petitioner to purchase his own property back from it.

Bankruptcy Court's refusal to allow Ch-7 conversion to Ch-11 Reorganization

The Petitioner formally sought the conversion of this allegedly fraudulently filed Liquidation (Chapter7) bankruptcy as a Chapter-11 Reorganization. In this matter both the US Trustee refused to allow the

refiling of this liquidation bankruptcy to the one-time reorganization proceeding Bankruptcy Code requires.

The Petitioner as both a Director of the Debtor, its pluralcy shareholder and a creditor to its Estate, had this right and the Trustee and then the Court prevented this refiling. Additionally there were investor's waiting to step in and manage the Debtor to a profitable state at the time.

That liquidation and the Court's refusal to convert the filing to a reorganization was the final straw in forcing the Petitioner to execute settlement with Williams *et al.* and then with the Bankruptcy Court to recover his property.

US District Court Hearings & Dismissal

As noted in its dismissal order the motions were refiled twice with the Claims – this was necessary to address the additional Defendants/Respondents and the claims against them. Because of this we fear the Court took this as 'one of those frivolous litigations' which it isnt. It is one where form-over-fashion is preventing the ongoing withholding of property from the Estate of the Debtor from being returned to the Court and then to the party the Court sold it to.

District Court refuses to assign Counsel

One of these key motions included the appointment of counsel which would have eliminated much of the wasted time that has happened in this matter based on the petitioner's dyslexia and normally it would

have been reasonable for the Court to insist the litigant bring their own counsel but in an instance where an individual is litigating against the Court itself for violating its own sale order, that warrants appointment of counsel, especially in this instance.

District Court refuses to allow admission to the Court's Pro Bono List

Additionally the Petitioner asked to participate in the District Court's Pro Bono Case Applicant List which would have allowed competent counsel to review and then determine the best course of action, Allowing the Petitioner to participate by listing on the Pro Bono list would not have cost the People anything, and as such the District Court acted to prevent the Petitioner from obtaining counsel through that channel as well.

As such we were effectively denied counsel since we could not afford it.

US District Court stays all outstanding motions and scheduled hearings and then dismisses

The US District Court in response to Petitioner's form-over-content errors became annoyed we believe and then dismissed the Petitioner's arguments claiming that res Judicata and collateral estoppels prevented the rehearing of the Final Award of the Arbitrator or her refusal to enforce the property sales orders of the Bankruptcy Court since the contract specifically had a bankruptcy contemplation and clause.

The District Court erred in that California State Standards cited do provide directly for Court Review of Arbitrations under the *Berglund* (Cal 4th App. #D045218) for Discovery Failings as well as precedent for the Arbitrators refusal to properly enforce or redefining the services called for under the Arbitration Agreement (*Metromedia Energy Inc.*, 409 F3.3d 574 (3d Cir. 2005) and for the Arbitrator's to disclose personal conflicts of interest and Arbitration History under *Ovitz v Schulman* (Cal 2nd App. #B179978).

Specific Claims

Petitioner as a victim: Finding of Bankruptcy Fraud and what refusing to hear that claim does

To date the lower Courts have refused to review or analyze whether a legitimate fraud occurred in the Bankruptcy as alleged by Petitioner and supported by the evidence available today.

The District Court dismissed claiming it took judicial notice of all the previous evidence but did not allow any review of that Evidence and the fraud compliant.

This finding of fraud here then is key since it also pertains to duress in the US Trustee's refusal to recover the Estate's property or the action of the Trustee which prevented the conversion of the Bankruptcy as a Chapter-11 Reorganization.

Williams and Hudson/Goldberg: Review of the disputed Settlement Agreement for Property Duress

With the goal of the Petitioner to restart the Debtor, the actions of the US Trustee in refusing to recover the property of the Estate forced the execution of the disputed settlement agreement between the Petitioner and Williams and Hudson and Goldberg. Likewise the blocking of the conversion of the Chapter-7 Bankruptcy to a Chapter-11 Reorganization further forced the Petitioner's settlement there.

In the complaint before the District Court, Petitioner asserted that the settlement Williams and Hudson/Goldberg extorted from Petitioner was tainted and voided by the property duress they exerted over the Petitioner per Cal. Code §1689, but the District Court dismissed the claim ruling Collateral Estoppels' prevented that rehearing against Williams. This failed to take into account the fraud being asserted by the Respondents against the Petitioner, which entitled him to this review for which a ponderous number of precedents exist (see *Greenwalt v Rogers*,151 Cal. 630, 91 Pac. 526 (1907)).

Williams and Hudson/Goldberg: District Courts Collateral Estoppels dismissal order was misplaced

In reviewing the District Court's Collateral Estoppels dismissal against Williams and Hudson/Goldberg, the dismissal order was out of place since property withheld from a US Bankruptcy

is an ongoing criminal matter and as such must be returned to the Court and not the Petitioner directly.

Since the fraudulent withholding of property is a breech of an agreement between the Court and the Petitioner, the review requested of the District Court was warranted and no extorted civil agreement between the Petitioner and a third party could relieve that third party from having to fulfill their responsibility under the law.

Under those laws including 18 U.S.C. 152 and 157, Chapter-7 Bankruptcies require formal surrender of the property to the Court, so Petitioner's claims are between himself and the Courts, and not the Respondents as the Court's ruled. The submission of the motions' to disgorge are to resolve the inventory and surrender of the Estate's property to the US Courts from which point the Court itself can settle with the Petitioner who it sold the property to.

In all instances it has been the Petitioner's assertion that the sale order made this the Government's responsibility to resolve. As such the Court's retain the responsibility to produce that property it took benefit of the sale of "and the courts cannot shirk their responsibility" to enforce or set the sale order aside under *Nagrampa v. Mailcoups Inc.*, 401 F.3d 1024 (9th Cir. 2005).

Claims against Amano

According to evidence recovered from Amano in the Arbitration Amano corporation seized the property it operated for the Debtor in Tokyo, and disposed of the components of that data center it didn't want

keeping the NIST based time-service technology the Debtor contracted NIST to develop under Cooperative Research and Development Agreement #CN1681. It continued to use this in violation of Title 11 section 365(n) per the claim filed.

The technology to perform that act is intellectual property and was sold to the Petitioner by the Court as is the physical properties sold by the Estate to the Petitioner. Since no other property sales were made from the Court prior to the closure of the Bankruptcy any and all properties in Japan were the property included in the sale order.

Bankruptcy Fraud: Conspiracy

Petitioner sought relief in the District Court from the Bankruptcy proceeding that Amano corporation in concert with Williams and Goldberg hid the fact that they had seized the property of the estate from the Bankruptcy violating the Computer Fraud and Abuse Act (18 U.S.C. §1030(A)(5)(b)(i)) itself and that they were continuing to hold specific components of that system which the Bankruptcy Estate had sold all interest and title to the Petitioner.

That matter was dismissed without review based on a claim "of civil releases preventing the Court from a Fraud review under the various statutes of 18 U.S.C. cited" an argument which made no sense.

Bankruptcy Fraud: Property Frauds and Withholding

Petitioner filed his claim in District Court against Amano based on the incomplete discovery including materials which were sold to the Petitioner by the Bankruptcy Court in the arbitration proceeding; the basis of that claim was the sworn admission and email documenting that Amano seized and withheld property from the Estate of the Debtor.

The District Court dismissed the claim by ruling that the Petitioner could not re-litigate those same claims, but based on the property frauds and Amano's undisclosed withholding of the property, if that had been properly disclosed the Court's would have demanded its return under the US Supreme Court standard in *Betty I French*, 440 F.3d 145 (4th Cir 2006) regarding foreign property and the mandate to return it to the Estate of a Bankruptcy.

Amano Arbitration: Arbitration Irregularities

Unfortunately the Arbitration with Amano unearthed in its limited discovery enough proof of the fraud to warrant a formal US District Court inquiry into the evidence, an inquiry which the US Court refused to allow the submission of even though it asserted in its dismissal it took judicial notice of the evidence and previous precedents.

The Arbitrator refused to take notice that Amano's seizing of the Debtor's property prevented the recovery or fixing of those minor 'defects' which Amano represented existed when the software client's were delivered in English instead of

Japanese and whether it admitted it accepted that property formally, since it was physically in possession of that property it could not claim it had no responsibility to return that property to the Estate, or to answer claims from the Petitioner that the Debtor hadn't paid for the licenses they resold to Amano and as such there was royalties due still under section 365(n) of the Bankruptcy Code.

The Petitioner only sought return of the property but since the Arbitrator ruled she couldn't make a decision about that the Petitioner sought review of her actions in enforcing the Arbitration Agreement under the *Metromedia Energy,Inc. v. Enserch Energy Services, Inc.*, 409 F.3d 574 (3d Cir. (2005).

Discovery Failures

In the Arbitration the Arbitrator refused to order production of third-party discovery and limited the discovery to English-only media knowing that much of the email and software notes were written in Japanese.

This discovery limitation prevented proper discovery of those materials since the 'proof of those actions was in Japanese language documents which the Arbitrator refused to allow to be discovered or entered into evidence

The Petitioner's rights to review that Arbitration were additionally confirmed in *Superadio Limited v Winstar Radio Productions*, 844 N.E.2d 246 (Mass. 2006), and California's *Berglund v. Arthroscopic &*

Laser Surgery Center (No. D045218, 2006 Cal. App. LEXIS 766).

Disclosure Failures

Additionally in the selection process for the Arbitrator under the *Ovitz* (Cal App 2nd #B179978) standard the Arbitrator's refusal to properly disclose conflicts of interests as a paid-political lobbyist for "the 34 Million Friends Foundation". Her actions therein eliminated the Petitioner's ability to properly select an Arbitrator.

The unrecovered property is too valuable on paper, the California Courts refused to grant In Forma Pauperis to Petitioner

At the time of the enforcement action for the Attorney Fee Award in California Court the Petitioner sought review, but the California State court refused to accept that filing under In Forma Pauperis.

Except for this unrecoverable non-liquid asset he passed the In forma Paurperis tests, but based on the value of the claims in the Bankruptcy the Intellectual property he sought to recover is valued in the $5.2 Million Dollar area, this prevented the Court's accepting his petitions to review the Arbitration under the existing California Standards.

As such the petitioner was prevented access to the Courts to enforce the sale order of the Court.

Claims against NIST

The claims against NIST raised by the Petitioner in the US District Court petition are simply to return the property the Bankruptcy Estate sold to the Petitioner including any and all rights under the CRADA #1681.

It is the Petitioner's assertion that NIST now sells this #1681 service on its calibration desk as #76110s "The Global Time Delivery Service" in violation of the Petitioner's CRADA rights

The District Court dismissed against NIST claiming the Petitioner could refile a limited subset of the claims but that all claims against Amano were dismissed with prejudice.

That dismissal was appealed immediately which is what this petition is the result of. As such all claims in this petition against NIST are still viable and should be heard.

Without the admissibility of the Amano discovery material as evidence the Petitioner would be prevented in properly documenting the Intellectual Properties developed by NIST to service the Debtor's deployment in Tokyo which would likewise defeat any claims against NIST, so the Amano claims would need to be resolved before the scope of NIST's actions could be determined by the Court. As such the District Court's ruling regarding NIST was misplaced.

Economic Espionage Act Claims against Blue Slate Solutions

In the District Court filing, the Petitioner brought claim against Blue Slate Solutions LLC, a NY State based technology consultancy and its managing partners when evidence that they withheld property from the Bankruptcy and filed fraudulent property and financial schedules.

The District Court's dismissal against Blue Slate was done without formally addressing any of the claims and made no mention of the Economic Espionage Act complaints under sections §1831 and §1832 claims against them. As such the Bankruptcy Fraud under 18 U.S.C. §152 and §157 as well as the EEA claim against Blue Slate LLC remains in limbo, frozen and then dismissed by the Court.

Claims In re Unnamed-Does

There are several unnamed DOES whose actions are relevant. The District Court stayed the motions to update the complaint to name the Unnamed Does, and also to introduce the one new Computer Fraud And Abuse Act (18 U.S.C. §1030(A)(5)(b)(i))) claim against Amano and Williams & Hudson/Goldberg over the shutdown of the NIST Time Server Center's in Weehawken NJ, Chicago and Tokyo.

The stayed and dismissed hearing into the Disclosure and Disgorgement would have addressed this directly.

Relief requested

For those reasons the Petitioner requests issuance of a Writ of Certiorari herein for referral of this matter back to the US District Court for proper review.

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